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the Negotiable Instruments Law, and such payee cannot therefore be a "holder in due course" within the meaning of that law.

It was well settled prior to the Act that a payee receiving in good faith and for value an instrument completed in the hands of the maker, was protected against the defense of misappropriation by the intermediary. *Munroe v. Bodier,* 8 C. B. 862; *South Boston Iron Co. v. Brown,* 63 Me. 139. By the weight of authority the same protection was accorded in the case of an instrument signed in blank and filled out contrary to authority. *Geddes v. Blackmore,* 132 Ind. 551; *Humphreys v. Finch,* 97 N. C. 303. Sometimes the payee was expressly held to be a "bona fide holder for value" or "holder in due course." *Moody v. Threlkeld,* 13 Ga. 55; *Weidman v. Symes,* 120 Mich. 657. In other cases the doctrine of estoppel was invoked. *Jones v. Shelbyville Insurance Co.,* 1 Metc. (Ky.) 58; *Armstrong v. National Bank,* 133 U. S. 433. A few cases held the payee charged with notice of defenses owing to the fact that the maker was a stranger. *Bowles Co. v. Clark,* 59 Wash. 336. Others charged him with notice of defenses on the ground that he was an immediate party. *Burke v. Smith,* 111 Md. 624 (illegal consideration). A few merely placed upon him the burden of proof of *bona fides* and value. *Nelson v. Cowing & Seymour,* 6 Hill (N. Y.) 336. The Negotiable Instruments Act limits its protection, in the case of instruments improperly filled out, to a "holder in due course" to whom the instrument has been "negotiated." Sec. 14. This has been held to exclude the payee on the ground that a negotiation, as distinguished from an issue, means delivery from one holder to another. *Vander Ploeg v. Van Zunk,* 135 Iowa 350. Cf. *Herdmann v. Wheeler,* (1902) 1 K. B. 361 (similar provisions of English Bill of Exchange Act). Both lines of authority just cited admit that the payee may become a "holder in due course," though not within the protection of Sec. 14 owing to the absence of a "negotiation." The effect of these holdings has been in some degree neutralized in England by a reversion to the old doctrine of estoppel. *Lloyds Bank v. Cooke,* (1907) 1 K. B. 794. Far preferable is the fully-established doctrine of Massachusetts, that the delivery of an instrument to the payee is a negotiation, and that he may therefore be within the rights of a holder in due course with reference to paper filled out contrary to authority. *Boston Steel & Iron Co. v. Stener,* 183 Mass. 140; *Liberty Trust Co. v. Tilton,* 217 Mass. 462. The presumption in favor of their interpretation due to the previous state of authority, is further strengthened by a comparison of Sec. 191, which expressly includes the payee within the term "holder," with Sec. 30, which defines a negotiation as a "transfer from one person to another in such manner as to constitute the transferee the holder thereof."

GUARDIAN AND WARD—CHILD'S ESTATE—PARENT'S BURIAL EXPENSES.—IN RE CONNOLLY'S ESTATE, 150 N. Y. SUPP. 559.—*Held,* where the general guardian of a deceased infant paid the burial expenses of its mother to save her from a pauper's grave, equity in consideration of the child's legal and moral obligation will allow reimbursement to the guardian out of his ward's estate.

In the absence of statute, a child is under no legal obligation to support his parents though they may be destitute and infirm. *Duffy v. Yardi,* 149 Cal. 140; *Edwards v. Davis,* 16 Johns. 281; *McCook County v. Kamoss,* 7 S. Dak. 558; *Stone v. Stone,* 32 Conn. 142. And no promise on the part of the child to pay for necessaries furnished to the parent will be implied from the mere fact of relationship. *Stone v. Stone, supra; Lebanon v. Griffin,* 45 N. H. 558. It is the duty of a child to provide suitable burial for a parent who dies in the child's household. *Robinson v. Blair,* 3 Atl. (Pa.) 669. See *Reg. v. Stewart,* 12 A. & E. 773. Likewise, if a person is under a legal duty to bury the deceased, as a husband is under a legal duty to bury his wife, or an executor his testator, and he fails to perform that duty, and some third person performs that duty unofficiously, he may recover from the person legally liable. *Jenkins v. Tucker,* 1 H. Bl. 90; *Chapple v. Coope,* 13 M. & W. 252; *Rogers v. Price,* 3 Young & Jervis 28. Where A, an infant, inherited property from M, her grandfather, and Y, the administrator of M's estate, paid the funeral expenses of A, Y being a mere volunteer, could not be reimbursed out of A's estate. *Fay v. Fay,* 43 N. J. Eq. 438. The infant being under no legal duty to provide for her parents, the guardian had no duty to perform toward them. Hence, it would seem that he was a mere volunteer and not entitled to reimbursement out of the infant's estate. The decision in the principal case seems questionable on principle and the authorities cited do not seem to support it.

HOMICIDE—DUTY TO RETREAT.—PEOPLE V. TOMLINS, 107 N. E. (N. Y.) 496.—*Held,* where the defendant shot and killed his son in an altercation which took place on the porch of their dwelling house, the father was not bound to retreat to avoid killing but had the right to stand his ground and kill his assailant. Collin and Cuddeback, JJ., *dissenting.*

The general doctrine in England and this country that one must "retreat to the wall" before killing in self-defence is of course qualified by the rule that there is no duty to retreat if the assault is made in one's own home. *Foster v. Territory,* 6 Ariz. 240; *Elder v. State,* 69 Ark. 648; *People v. Lewis,* 117 Cal. 186. In *People v. Newcomer,* 118 Cal. 263, the rule was applied even though the assailant was no trespasser. The case nearest the principal case is *Jones v. State,* 76 Ala. 8, where defendant was held not bound to retreat before his partner where the assault took place in their store. In *Watkins v. State,* 89 Ala. 82, however, it was held defendant was bound to retreat from his yard to his home. *Contra, State v. Cushing,* 14 Wash. 527. If one is attacked while on his own premises by one in the highway, it is his duty to retreat. *State v. Rochester,* 72 S. C. 194. (This case disapproved the decision in *State v. Bartlett,* 59 L. R. A. (Mo.) 756, which extends the rule of the principal case to a public street.) *Contra, Kirk v. Territory,* 10 Okla. 46. One is bound to retreat from his home if he brought on the trouble. *Maxwell v. State,* 129 Ala. 48. So if the defendant voluntarily entered the fight or it was a mutual affray. *Harris v. People,* 32 Colo. 211. The present is a case of first impression in New York and not only adopts the doctrine that one need not retreat in